

NO. 1859

Helena Minute

JURY LIST - DECEMBER TERM - DECEMBER 9, 1968

Security Life

1. Allen, Thomas L., Farmer, Gateswood
2. Avera, Leon W., Farmer, Foley
3. Beverly, John, Salesman, Robertsedale
4. Boomer, Travis, Farmer, Elseanor
5. Britt, Cecil, Carpenter, Bay Minette
6. Brooks, Horace D., Farmer, Summerdale
7. Bryars, Rudolph H., Brookley Field, Bay Minette
8. Calloway, Thomas Andrew, Seafood Dealer, Gulf Shores
9. Chandler, Jack, Newport, Bay Minette
10. Corbin, Ned, Farmer, Summerdale
11. Creamer, Henry, City Employee, Fairhope
12. Dawson, Roy S., Livestock Dealer, Robertsedale
13. Fell, Russell, Civil Service, Lillian
14. Fell, Walter, Mechanic, Bon Secour
15. Flowers, Edward, Farmer, Bay Minette
16. Guthrie, Hersey, Farmer, Bon Secour
17. Hall, John Sr., Carpenter, Loxley
18. Hammond, Walter W., Grocer, Robertsedale
19. Head, Charlie, Jr., Farmer, Stapleton
20. Houston, Angelo, Clerk, Fairhope
21. James, Dayton, Farmer, Foley
22. Kane, James, Farmer, Loxley
23. Koehler, Charles G., Jr., Banker, Elberta
24. Kriss, Frank, Farmer, Silverhill
25. Little, Bernie, Mechanic, Bay Minette
26. Lundberg, Carl, Newport, Bay Minette
27. Mason, Jimmy, Salesman, Fairhope
28. Mathews, Charles L., F.C.A., Robertsedale
29. McDaniel, Schuler, Farmer, Robertsedale
30. Quinney, Bruce, Mobile Public Work, Daphne
31. Singleton, Art, Public, Rosinton
32. Soesbe, John R., Mechanic, Foley
33. Stripline, Fred, Television Repair, Robertsedale
34. Thomas, Jennings, Farmer, Foley
35. Venson, Cecil, Civil Service, Stapleton
36. Volovcky, Jimmie, Mechanic, Robertsedale
37. Waters, Orville Clyde, Merchant, Bay Minette
38. Yarbrough, George C., Jr., International Paper Co., Bay Minette
39. Amos, Willie, Clerk, Silverhill
40. Conway, James, Mobile Construction, Daphne
41. Gill, R. A., Oil Co., Robertsedale

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P XXXXX XX

D XXXXX XX

HELEN HINOTE,)	
)	IN THE CIRCUIT COURT OF
Plaintiff,)	
vs.)	BALDWIN COUNTY, ALABAMA
SECURITY LIFE AND ACCIDENT)	
INSURANCE COMPANY,	)	LAW SIDE. NO. 7859.
)	
Defendant.)	

ANSWERS TO INTERROGATORIES PROPOUNDED
BY PLAINTIFF:

Now comes the Defendant, SECURITY LIFE AND ACCIDENT INSURANCE COMPANY, in the above styled cause, and for answer to the Interrogatories propounded to it by the Plaintiff, says as follows:

1. For answer to Interrogatory numbered 1, the Defendant says yes.
2. For answer to Interrogatory numbered 2, the Defendant says yes.
3. For answer to Interrogatory numbered 3, the Defendant attaches a copy of said policy hereto.
4. For answer to Interrogatory numbered 4, the Defendant states that Helen Hinote, the Plaintiff in this cause, filed with the Company, a copy of a certificate of death which shows that on May 24, 1967, the said Ben Hinote died as a result of multiple gunshot to abdomen inflicted by the said Helen Hinote.
5. For answer to Interrogatory numbered 5, the Defendant says see answer to Interrogatory numbered 4 above.
6. For answer to Interrogatory numbered 6, the Defendant states that it does not appear what "proceeds" are due or whom, if "proceeds" are due, is the beneficiary under said policy.
7. For answer to Interrogatory numbered 7, the Defendant states that it does not know exactly what is contemplated by the question but says that the application for policy of insurance was secured by Lucille M. Davidson and was approved by the District Superintendent, J. N. Day.
8. For answer to Interrogatory numbered 8, the Defendant says that it knows of no independent investigation made into the

truth of the facts as related in the application.

9. For answer to Interrogatory numbered 9, the Defendant says see answer to Interrogatory numbered 8 above.

SECURITY LIFE AND ACCIDENT INSURANCE
COMPANY

By: Frank R. Leu President.

STATE OF ALABAMA)
 (
COUNTY OF MOBILE)

Before me, the undersigned Notary Public, within and for said State and County, personally appeared Frank R. Leu, President of the Security Life and Accident Insurance Company, who first being duly sworn, says that the foregoing answers to Interrogatories propounded to it are true and correct.

Elna M. McDavid

Sworn to and subscribed before
me this 29th day of March,
1968.

Elna M. McDavid
Notary Public, Mobile County, Alabama.

I, the undersigned, one of the attorneys of record for the Defnedant in the foregoing cause, do hereby certify that I have forwarded a copy of the foregoing answers to interrogatories to James R. Owen, the attorney of record for the Plaintiff, by placing a copy of the same in the United States Mail, properly addressed, with postage prepaid, this 2nd day of May, 1968.

FILED

MAY 2 1968

ALICE J. DUCK

CLERK
REGISTER

James R. Owen, Jr.

8875 to 2041

SECURITY

—LIFE AND ACCIDENT— INSURANCE COMPANY

—HOME OFFICE—
MOBILE, ALABAMA

(HEREINAFTER CALLED THE COMPANY)

Policy Number

2232

Age at Issue

41

Agrees to Pay

the Face Amount of this Policy to the Insured, if the Insured is living on the Maturity Date, or to the Beneficiary, on receipt of due proof of the death of the Insured prior to the Maturity Date, subject to the provisions on this and the following pages of this Policy.

Insured

BEN HINOTE

Face Amount

Four thousand six hundred fifty six dollars

Beneficiary

Helen Hinote, wife

Contingent
Beneficiary

Belinda Hinote, daughter

Date of Issue

August 15, 1966

Maturity Date

August 15, 2010

Premiums

1st 8 years
One hundred sixteen and 80/100 dollars each 6 months for
Seventy eight and 13/100 dollars each 6 months THEREAFTER

Due Dates

August 15 February 15

Premium Period

Forty four (44) years

This Policy is issued in consideration of the application therefor and of the payment of the premiums specified above on the due dates and during the period stated, or until the prior death of the Insured.

Executed at the Home Office of the Company at Mobile, Alabama, as of the Date of Issue, from which date policy years shall be computed unless otherwise provided.

E. M. McDavid
SECRETARY

Frank R. Jen
PRESIDENT

44 YEAR ENDOWMENT POLICY
Premiums Payable for 44 Years
Non-Participating

Security Life and Accident Insurance Company

Mobile, Alabama

SUPPLEMENTAL CONTRACT PROVIDING

WAIVER OF PREMIUM IN EVENT OF TOTAL DISABILITY OF INSURED

In consideration of the application therefor and the payment of the semi annual premium of \$ 4.80 , Security Life and Accident Insurance Company has issued this Supplemental Contract this August 15, 1966 as a part of its Policy No. 2232 , issued on the life of Ben Hinate , the Insured.

1. Subject to the terms and limitations hereinafter stated, if the Insured suffers total disability as hereinafter defined prior to the anniversary of this Policy nearest his 60th birthday, and while this Policy and this Supplemental Contract are in full force and effect according to their terms; and if written notice and due proof of such disability are furnished to the Company at its Home Office; and if total disability continues for a period of six months after receipt by the Company of such notice and proof, the Company will waive the payment of premiums falling due within the six months period, and will, thereafter, waive the payment of subsequent premiums falling due during the continuance of such total disability.

Total disability is defined as such disability, resulting from bodily injury or disease, as wholly prevents the Insured from engaging in any occupation or employment for compensation or profit; provided, however, that, regardless of whether the Insured is engaged in an occupation or employment for compensation or profit, the Company will consider as total disability the entire and irrecoverable loss of the sight of both eyes, or of the use of both hands or of both feet, or of the use of one hand and one foot.

2. No premiums will be waived under this Supplemental Contract if the total disability of the Insured shall result, directly or indirectly, from any one of the following causes:

- a. Intentional self-injury, whether sane or insane.
- b. War, declared or undeclared, or any act attributable thereto, whether or not the Insured is in Military or Naval Service.
- c. Operating or riding in or descending from any kind of aircraft if the Insured is a pilot, officer or member of the crew of such aircraft or is giving or receiving any kind of training or instruction or has any duties aboard such aircraft or duties requiring descent therefrom while such aircraft is airborne, or if the aircraft is being operated by or under the direction of any military or naval service.

3. This Supplemental Contract shall terminate on the anniversary of this Policy nearest the Insured's 60th birthday or prior thereto if any premium stated in this Policy or this Supplemental Contract is not paid when due or within the grace period provided or if any nonforfeiture option set out in this Policy becomes effective.

4. The premium which may be waived under this Supplemental Contract is solely the premium for the face amount of this Policy. The premium for the Supplemental Contract Providing Benefit for Death by Accidental Means, if any, attached to this Policy will not be waived.

5. The Company shall have the right to require at any time due proof of the continuance of total disability, but after such disability has continued for two full years, the Company will not require such proof oftener than once in each subsequent year. If the Insured shall fail to furnish such proof when required to do so, or if he shall so far recover as to be able to perform any work or to engage in any occupation or employment for compensation or profit, all premiums thereafter falling due shall be payable according to the terms of this Policy and this Supplemental Contract.

6. The premium specified above for this Supplemental Contract is included in the premium stated on the first page of this Policy, and is payable, as long as this Supplemental Contract shall remain in force, on the same dates and under the same conditions as the premium on this Policy. When this Supplemental Contract terminates the premium therefor shall no longer be payable. Any premium paid to the Company for any period not covered by this Supplemental Contract will be returned upon request. Upon the written request of the Insured and presentation of this Policy to the Company, this Supplemental Contract may be cancelled on any premium due date.

7. This Supplemental Contract is subject to all the terms and conditions of this Policy insofar as they are not in conflict with the provisions of this Supplemental Contract, except that the Incontestability Clause of this Policy shall not apply to this Supplemental Contract.

IN WITNESS WHEREOF, Security Life and Accident Insurance Company has caused this Supplemental Contract to be signed at its Home Office at Mobile, Alabama, on the date first above appearing.

E. M. McDowell
SECRETARY

Frank R. Jew
PRESIDENT

PREMIUM PAYMENTS AND POLICY LOANS

PREMIUMS. This Policy shall not take effect until the first premium shall have been paid in cash and the contract delivered and accepted during the lifetime of the Insured.

However, if the premium is paid in cash when the application is taken and the applicant is insurable for the plan of Policy and amount applied for, the risk shall be assumed as of that date subject to all of the terms and conditions of the Policy.

All premiums are payable on or before the date due at the Home Office or to an agent of the Company upon delivery of a receipt signed by the President, Secretary, or Treasurer of the Company and countersigned by said agent. Except as herein provided the payment of a premium or instalment thereof shall not maintain this Policy in force beyond the date when the next premium or instalment of premium is payable.

GRACE. A grace of one calendar month (of not less than thirty days) shall be granted for the payment of every premium after the first, during which time the insurance shall continue in force. If any premium or instalment of premium be not paid before the end of the period of grace, then this Policy shall immediately cease and become void, and all premiums previously paid shall be forfeited to the Company except as hereinafter provided.

CASH LOANS. At any time after three full years' premiums shall have been paid in cash, and while this policy is in force other than as extended insurance, the Company will loan on the sole security of this policy, upon legal assignment of same as collateral security, the cash value hereunder. Interest on the loan at the rate of 6% per annum will be due and payable at the end of each policy year and, if not so paid, will be added to the principal and bear the same rate of interest. Any indebtedness due the Company, together with interest as herein stated, will be deducted by the Company from any such loan and from any settlement under this policy.

It is specially provided that the Company shall have the right to defer any loan under this Policy, or to defer the granting of any cash surrender value under this Policy for a period not exceeding six months after application for such loan or cash surrender value shall have been made, unless such loan is to be applied solely to the payment of premiums due to the Company; provided that if this Policy is issued in any State that has a less period of limitations, then the period stated in such statute shall govern.

Failure to repay a policy loan or interest thereon shall not avoid this Policy unless and until the total indebtedness shall equal the loan value, nor until thirty-one days after notice shall have been mailed to the last known address of the Insured and any assignee of record at the home office; but failure to repay such loan after the total indebtedness, as aforesaid, shall equal said loan value, and after giving such notice, shall render this policy void.

GENERAL PROVISIONS AND CONDITIONS

REINSTATEMENT. This Policy may be reinstated at any time after default in the payment of any premium, unless the Cash Value has been paid or the extension period has expired, upon production of evidence of insurability satisfactory to the Company, the payment or reinstatement of any indebtedness to the Company hereon, and the payment of overdue premiums with interest at six per cent per annum.

CHANGE OF BENEFICIARY. Unless otherwise requested in the application, the Insured may, without the beneficiary's consent, exercise every right and privilege granted in this policy and may at any time change the beneficiary under this policy by filing written request therefor at the Home Office of the Company. Such change shall be subject to the rights of any previous assignee and shall take effect only when endorsed on the policy by the Company, but after such endorsement has been made the change shall be deemed to have been effective as of the date of such written notice whether or not the Insured be alive at the time of such endorsement, but without prejudice to the Company on account of any payment made by it prior to such endorsement. The Company may refuse to endorse the name of any proposed beneficiary who does not appear to the Company to have an insurable interest in the life of the Insured. If no beneficiary survives the Insured the proceeds of this policy shall be payable to the estate of the Insured.

ASSIGNMENT. This policy may be assigned, but no such assignment shall be binding upon the Company unless a duplicate thereof has been filed at the Home Office of the Company. The Company shall not be responsible for the validity of any assignment, and any claim hereof by any assignee shall be subject to proof of interest and extent thereof.

INCONTESTABILITY. This policy shall be incontestable after it shall have been in force during the lifetime of the Insured for two years from its date of issue, except for the nonpayment of premiums. This Incontestable clause shall not apply to any supplemental contract providing waiver of premium in event of total disability of Insured or any supplemental contract providing benefit for death by accidental means which may be made a part of this policy.

SUICIDE. If within two years from the date of issue of this Policy the Insured shall, whether sane or insane, die by his own hand, the liability of the Company shall be limited to the amount of the premiums paid hereon.

AGE. If the age of the Insured has been misstated, the amount payable hereunder shall be such as the premium paid hereon would have purchased at the correct age.

ENTIRE CONTRACT. This Policy and the application therefor shall constitute the entire contract, and all statements made by the Insured shall, in the absence of fraud, be deemed representations and not warranties, and no such statement of the Insured shall avoid or be used in defense of a claim under this Policy unless contained in the written application herefor, copy of which is endorsed hereon or attached hereto. Only the President, a Vice-President, Secretary, an Assistant Secretary, Actuary, or Treasurer has power on behalf of the Company to make or modify this contract.

CONFORMITY WITH STATE STATUTES. If any provision of this Policy conflicts with the statutes of the State in which this Policy is written and delivered, such provision shall be construed to conform thereto.

The reserve to be held for the protection of this policy shall be the reserve computed according to the 1941 Commissioners Standard Ordinary Table of Mortality with 3 per cent interest, Commissioners Reserve Valuation Method.

AUTOMATIC PREMIUM LOAN PRIVILEGE

The Automatic Premium Loan Privilege will be granted either at the request of the Insured in the application for this policy or upon subsequent written request received by the Company at its Home Office prior to the expiration of the grace period allowed for payment of any premium. This Privilege may be revoked at any time upon written notice to the Company at its Home Office.

If request has been made for the Automatic Premium Loan Privilege and such request remains unrevoked, any premium not paid before the expiration of the grace period shall be treated as paid and charged automatically as a loan against this policy with interest from the due date of the premium, provided that, on the date to which premiums are then paid, the total indebtedness including accrued interest will not exceed the cash value of this policy. If such value is not sufficient to permit the entire overdue premium to be so charged, this provision shall not apply and the provision entitled "Non-Forfeiture Provisions" shall apply. The amount of any premium loan with interest as hereinafter provided shall become a first lien upon this policy in the Company's favor in priority to the claims of any assignee or of any other person, and will be deducted by the Company from any settlement under this policy. While this policy is sustained in force through the medium of automatic premium loans, the payment of premiums may be resumed without furnishing evidence of insurability. Interest on the automatic premium loans at the rate of 6% per annum will be due and payable at the end of each policy year and, if not so paid, will be added to the principal and bear the same rate of interest. The word "premium" as used in this provision shall include the premiums for all additional benefits provided by riders, if any, attached to this policy.

NON-FORFEITURE PROVISIONS

If default be made of payment of any premium, the Insured, while living, may upon written demand, addressed to the Home Office of the Company, designate and receive one of the following options:

- (1) Receive the cash value of this policy as shown in Section 1 of the Schedule designated "Non-Forfeiture Values" less any indebtedness due the company hereon; or
- (2) Receive paid-up insurance from the due date of the premium in default, as shown in Section 2 of the Schedule designated "Non-Forfeiture Values" payable at the same time and on the same terms save as to amount as the face of this policy; or
- (3) Receive extended insurance from the due date of such premium in default for an amount equal to the face of this policy for such term in years and days as shown in Section 3 of the schedule designated "Non-Forfeiture Values," but not to extend beyond the end of the endowment period. If there be sufficient value in the policy to purchase extended insurance beyond the endowment period, the excess shall be used to purchase pure endowment as shown in Section 4 of the schedule designated "Non-Forfeiture Values," payable in cash at the end of the endowment period, if the insured be then living.

The values shown in the Schedule designated "Non-Forfeiture Values" are those available at the end of the policy year. If Premiums have been paid to a date within a policy year, present values and net single premiums used to determine non-forfeiture values on such dates shall be calculated on a proportionate basis.

If any of the above options has not been designated by the Insured within 90 days from the due date of the premium in default the Policy shall automatically be continued as extended insurance and pure endowment under Option 3 above. If premiums have been paid for three full years or more and the Insured designates and receives either paid-up insurance under Option 2 or extended insurance under Option 3, the Insured shall have the right to surrender the Policy at the Home Office of the Company at any time and receive in cash the present value of the paid-up insurance, or the present value of the unexpired extended insurance, and pure endowment if any.

Any indebtedness due the Company under this Policy will reduce the amount of paid-up insurance or the amount continued as extended insurance and any pure endowment in such ratio as the indebtedness bears to the present value of the benefits at the due date of the premium in default.

Any insurance continued under the paid-up insurance or the extended insurance option shall not include additional benefits provided by riders, if any, attached to this Policy.

The values in the table designated "Non-Forfeiture Values" are not less than the minimum required by the law to which this Policy is subject and are calculated upon the 1941 Commissioners Standard Ordinary Table of Mortality with 3% interest. The cash values are calculated in accordance with the Standard Non-Forfeiture Value method using the maximum non-forfeiture factor shown herein, assuming 130% mortality for extended insurance, assuming that any death benefit is payable at the end of the policy year at death, and that premiums are payable annually in advance. The paid-up insurance under Option (2) or the extended insurance under Option (3) is obtained by applying the cash value as a net single premium at the attained age of the Insured at the due date of the premium in default.

An extension of the Schedule designated "Non-Forfeiture Values" will be provided upon request from the Insured.

SCHEDULE A

Schedule referred to in Supplemental Contract attached to

Policy No. 2 2 3 2

Total commuted values of Policy and Supplemental Contract, for each \$291.00 Face Amount of Policy.

Beginning of Years	Amount
1	\$1,000
2	937
3	872
4	806
5	737
6	668
7	596
8	523
9	447
10	370
After 10	291

The values shown above are those available at the beginning of the policy year. If death occurs within a policy year the benefits will be calculated on a proportionate basis.

NOTE: For each \$1,000 of initial protection, the Face Amount of the Policy is a multiple of \$291, as shown by sample figures in the following Table:

Initial Amount of Protection	Face Amount of Policy
\$ 2,500	\$ 728
3,000	873
4,000	1,164
5,000	1,455
6,000	1,746
7,000	2,037
8,000	2,328
9,000	2,619
10,000	2,910

SECURITY LIFE & ACCIDENT INSURANCE COMPANY, MOBILE, ALA.

By Beverly M. Bringer
Secretary

10 Year
Mortgage Redemption Rider

JOINT AND SURVIVOR MONTHLY LIFE INCOME—TEN YEARS CERTAIN

Age of Younger Payee at Date of Payment		Age of Older Payee at Date of Payment										
Male	Female	30-34	35-39	40-44	45-49	50-54	55-59	60-64	65-69	70-74	75 & over	80 & over
38	43		\$3.05	\$3.16	\$3.26	\$3.36	\$3.45	\$3.52	\$3.58	\$3.62	\$3.65	\$3.68
39	44			3.17	3.29	3.39	3.48	3.56	3.63	3.67	3.71	3.73
40	45			3.19	3.31	3.42	3.52	3.60	3.67	3.73	3.78	3.79
41	46			3.21	3.33	3.45	3.56	3.65	3.73	3.78	3.82	3.85
42	47			3.23	3.35	3.48	3.59	3.69	3.77	3.84	3.88	3.92
43	48			3.24	3.38	3.51	3.63	3.74	3.83	3.90	3.95	3.98
44	49				3.40	3.54	3.67	3.78	3.88	3.96	4.01	4.05
45	50				3.42	3.56	3.70	3.83	3.93	4.02	4.08	4.12
46	51				3.44	3.59	3.74	3.87	3.99	4.08	4.15	4.20
47	52				3.46	3.62	3.78	3.92	4.05	4.15	4.22	4.27
48	53				3.48	3.65	3.82	3.97	4.10	4.21	4.29	4.35
49	54					3.68	3.85	4.02	4.16	4.28	4.37	4.43
50	55					3.70	3.89	4.06	4.22	4.35	4.45	4.52
51	56					3.73	3.92	4.11	4.28	4.42	4.53	4.60
52	57					3.76	3.96	4.16	4.34	4.49	4.61	4.69
53	58					3.78	4.00	4.21	4.40	4.56	4.69	4.79
54	59						4.03	4.25	4.46	4.64	4.78	4.88
55	60						4.06	4.30	4.52	4.71	4.87	4.98
56	61						4.10	4.34	4.58	4.79	4.96	5.08
57	62						4.13	4.39	4.64	4.87	5.05	5.19
58	63						4.16	4.43	4.70	4.94	5.14	5.29
59	64							4.48	4.76	5.02	5.24	5.40
60	65							4.52	4.82	5.10	5.33	5.51
61	66							4.56	4.88	5.17	5.43	5.62
62	67							4.60	4.93	5.25	5.52	5.75
63	68							4.64	4.99	5.33	5.62	5.85
64	69								5.04	5.40	5.72	5.97
65	70								5.10	5.47	5.81	6.08
66	71								5.15	5.55	5.91	6.20
67	72								5.20	5.62	6.00	6.32
68	73								5.24	5.68	6.09	6.43
69	74									5.75	6.18	6.55
70	75									5.81	6.27	6.66
71	76									5.87	6.36	6.77
72	77									5.93	6.44	6.87
73	78									5.99	6.51	6.98
74	79										6.59	7.08
75	80										6.66	7.17
and over	and over											

Age groups are inclusive. For payees same age in years but of different sex, take male payee as older.

Option 4. INSTALMENTS OF DESIGNATED AMOUNT—Proceeds may be paid in equal annual, semi-annual, quarterly or monthly instalments of a designated amount (not less than \$50.00 per annum per \$1,000.00 of original proceeds left with the Company) until the proceeds, together with interest at two and one half per cent per annum, compounded annually, are exhausted, the final instalment to be the balance of the proceeds and interest.

Option 5. LIFE INCOME WITHOUT REFUND—The proceeds may be paid as a life income without refund in annual, semi-annual, quarterly or monthly instalments during the lifetime of the payee. The first payment will begin as of the date of maturity as an endowment or upon receipt of due proof of death of the Insured and will terminate with the last instalment due preceding the death of the payee. The amount of income payment shall be the life annuity which the proceeds payable under this Option will purchase on the basis of the Company's rates in force at maturity of the Policy.

Option 6. INTEREST—The proceeds may be left with the Company, and interest at the minimum rate of $2\frac{1}{2}\%$ per annum will be paid thereon. Interest payments shall be payable monthly, quarterly, semi-annually or annually as may be elected. Unless otherwise directed by the Insured, such proceeds shall be subject to withdrawal at any time in amounts of not less than \$250.00. When the net amount remaining with the Company shall be reduced by withdrawal to less than \$1,000.00, such remaining balance shall immediately become payable in one sum.

ANNUAL, SEMI-ANNUAL AND QUARTERLY INSTALMENTS under Options 1, 2 and 3 may be obtained by multiplying the monthly instalments in the Tables by 11.8638, 5.9688 and 2.9937 respectively. In using Tables for Options 2 and 3 the age of each payee is to be taken on the payee's birthday nearest to the due date of the first instalment.

DATES OF PAYMENT—The first instalment payment under any of the Settlement Options above shall be made immediately upon approval of claim for settlement, and subsequent instalment payments shall be made periodically in accordance with the manner of payment elected.

DEATH OF PAYEE—At the death of any Payee after a settlement option becomes operative under options 1, 2, or 4, the then present value of any unpaid installments certain commuted at interest at the rate of $2\frac{1}{2}\%$ per annum, compounded annually, shall be paid in one sum as follows, unless other provisions shall have been previously made by the Insured and approved by an Officer of the Company by endorsement on, or rider attached to, the policy:

1. To the then living beneficiary or beneficiaries, if any, in equal shares; or
2. If no beneficiary or beneficiaries be then living, to the then living contingent beneficiary or beneficiaries, if any, in equal shares, except that if "Estate of the Insured" is the contingent beneficiary such sum shall be paid to the Executors or Administrators of such Payee; or
3. If no beneficiary or contingent beneficiary be then living, to the Executors or Administrators of such Payee.

In case of the death of the last surviving Payee under Option 3, the then present value of any unpaid installments certain commuted at interest at the rate of $2\frac{1}{2}\%$ per annum, compounded annually, shall be paid in one sum to the Executors or Administrators of such last surviving Payee, unless other provisions shall have been previously made by the Insured and approved by an Officer of the Company by endorsement on, or rider attached to, the policy.

ENDORSEMENTS FOR SETTLEMENT OPTIONS

OPTIONAL METHODS OF SETTLEMENT

The Insured, or in case the Insured shall not have done so, the beneficiary after the Insured's death, may elect, in lieu of payment in one sum, that the amount or any part thereof due in settlement of this Policy be applied under any one or a combination of the settlement options hereinafter provided. These settlement options shall not be available if the beneficiary shall be the estate, a partnership, or a corporation, nor shall they be available to any assignee. Any election made by the Insured shall be inoperative if there be no beneficiary living when this Policy becomes a claim by death. The minimum amount of proceeds which may be applied under any settlement option for any payee shall be \$1,000.00 and proceeds of a smaller amount due any payee will be paid in one sum. If at any time the instalment payments to any payee under a settlement option are or become less than \$20.00 each, the Company shall have the right to change the frequency of payment to such intervals as will result in a payment of at least \$20.00. If a Settlement Option has been elected by the Insured, no beneficiary shall have the right to change the manner of settlement in such a way as to increase the amount or frequency of the payments hereunder, and then only if approved by the Company, or to encumber, alienate, or anticipate any of the payments hereunder. Each election, change or revocation of election shall be made by the Insured in writing and shall take effect on the endorsement thereof on this Policy by the Company. To the extent permitted by law, neither the proceeds nor the payments under any of these settlement options shall be subject to any beneficiary's debts, contracts or engagements nor to any judicial process to levy upon or attach the same for payment thereof.

Option 1. INSTALLMENTS FOR SPECIFIED PERIODS—On the basis of \$1,000.00 due, the proceeds may be paid in equal annual, semi-annual, quarterly or monthly instalments over a period of one to twenty years in accordance with the following table:

No. of Years Payable	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Monthly Instalment	\$4.29	42.67	28.80	21.87	17.71	14.94	12.96	11.48	10.33	9.41	8.65	8.03	7.50	7.05	6.65	6.31	6.01	5.74	5.50	5.29

Option 2. INCOME FOR LIFE WITH PERIOD CERTAIN—On the basis of \$1,000.00 due, the proceeds may be paid in equal annual, semi-annual, quarterly or monthly instalments over a period of ten, fifteen or twenty years certain, and continuously thereafter, through the lifetime of the payee. The amount of each instalment will depend upon the sex and the attained age nearest birthday of the payee at the time the first instalment is due, and will be determined in accordance with the following table:

MONTHLY INCOME FOR LIFE WITH PERIOD CERTAIN

Age of Payee at Date of Payment		Number of Years Certain			Age of Payee at Date of Payment		Number of Years Certain			Age of Payee at Date of Payment		Number of Years Certain		
		10	15	20			10	15	20			10	15	20
Male	Female				Male	Female				Male	Female			
5	10	\$2.63	\$2.63	\$2.62	29	34	\$3.22	\$3.20	\$3.18	53	58	\$4.79	\$4.60	\$4.36
6	11	2.64	2.64	2.63	30	35	3.26	3.24	3.22	54	59	4.90	4.69	4.41
7	12	2.66	2.65	2.65	31	36	3.30	3.28	3.25	55	60	5.01	4.77	4.47
8	13	2.67	2.67	2.66	32	37	3.34	3.32	3.29	56	61	5.12	4.86	4.53
9	14	2.69	2.68	2.68	33	38	3.39	3.36	3.33	57	62	5.23	4.94	4.59
10	15	2.71	2.70	2.70	34	39	3.43	3.41	3.37	58	63	5.35	5.03	4.64
11	16	2.73	2.72	2.71	35	40	3.48	3.45	3.41	59	64	5.48	5.12	4.70
12	17	2.74	2.74	2.73	36	41	3.53	3.50	3.45	60	65	5.61	5.21	4.75
13	18	2.76	2.76	2.75	37	42	3.59	3.55	3.50	61	66	5.74	5.30	4.80
14	19	2.78	2.78	2.77	38	43	3.64	3.60	3.54	62	67	5.87	5.39	4.85
15	20	2.81	2.80	2.79	39	44	3.70	3.65	3.59	63	68	6.01	5.48	4.90
16	21	2.83	2.82	2.81	40	45	3.76	3.71	3.64	64	69	6.16	5.55	4.94
17	22	2.85	2.84	2.84	41	46	3.82	3.77	3.69	65	70	6.30	5.65	4.98
18	23	2.88	2.87	2.86	42	47	3.88	3.82	3.74	66	71	6.45	5.73	5.02
19	24	2.90	2.89	2.88	43	48	3.95	3.88	3.79	67	72	6.60	5.82	5.05
20	25	2.93	2.92	2.91	44	49	4.02	3.95	3.84	68	73	6.76	5.90	5.09
21	26	2.95	2.95	2.93	45	50	4.09	4.01	3.90	69	74	6.91	5.97	5.12
22	27	2.98	2.97	2.96	46	51	4.17	4.08	3.95	70	75	7.07	6.05	5.14
23	28	3.01	3.00	2.99	47	52	4.25	4.15	4.01	71	76	7.23	6.12	5.17
24	29	3.04	3.03	3.02	48	53	4.33	4.22	4.07	72	77	7.38	6.18	5.19
25	30	3.08	3.07	3.05	49	54	4.42	4.29	4.12	73	78	7.54	6.24	5.20
26	31	3.11	3.10	3.08	50	55	4.50	4.37	4.18	74	79	7.69	6.30	5.22
27	32	3.14	3.13	3.11	51	56	4.60	4.44	4.24	75	80	7.84	6.35	5.23
28	33	3.18	3.17	3.15	52	57	4.69	4.52	4.30	and over	and over			

Should more than one beneficiary be entitled to payment under this option when the first instalment becomes due, the portion of the death benefit then accruing to each of such beneficiaries shall be applied separately to the purchase of the instalments, the amount thereof to be determined in the manner set forth in the paragraph immediately preceding.

Option 3. JOINT AND SURVIVOR LIFE INCOME WITH PERIOD CERTAIN—On the basis of \$1,000.00 due, the proceeds may be paid to two payees in equal annual, semi-annual, quarterly or monthly instalments over a period of ten years certain, and continuously thereafter until the death of the survivor, in accordance with the Table below. The payees must be either the Insured and a person named by the Insured or the beneficiary entitled to the proceeds and a person named by such beneficiary and must each have attained age 30 at the date the first instalment becomes payable.

JOINT AND SURVIVOR MONTHLY LIFE INCOME—TEN YEARS CERTAIN

Age of Younger Payee at Date of Payment		Age of Older Payee at Date of Payment										
		30-34	35-39	40-44	45-49	50-54	55-59	60-64	65-69	70-74	75-79	80 & over
Male	Female											
	30	\$2.80	\$2.86	\$2.92	\$2.96	\$3.00	\$3.03	\$3.06	\$3.08	\$3.09	\$3.10	\$3.10
	31	2.82	2.88	2.93	2.98	3.03	3.06	3.09	3.11	3.12	3.13	3.14
	32	2.83	2.89	2.95	3.01	3.05	3.09	3.12	3.14	3.16	3.17	3.17
	33	2.84	2.91	2.97	3.03	3.08	3.12	3.15	3.17	3.19	3.20	3.21
	34	2.85	2.92	2.99	3.05	3.10	3.15	3.18	3.21	3.23	3.24	3.25
	35	2.86	2.94	3.01	3.07	3.13	3.18	3.22	3.25	3.27	3.28	3.29
	36	2.87	2.95	3.03	3.10	3.16	3.21	3.25	3.28	3.31	3.32	3.33
	37	2.88	2.97	3.05	3.12	3.19	3.24	3.29	3.32	3.35	3.36	3.38
	38	2.90	2.98	3.07	3.15	3.22	3.27	3.32	3.36	3.39	3.41	3.42
	39		3.00	3.08	3.17	3.24	3.31	3.36	3.40	3.43	3.45	3.47
	40		3.01	3.10	3.19	3.27	3.34	3.40	3.44	3.48	3.50	3.52
	41		3.02	3.12	3.22	3.30	3.38	3.44	3.49	3.52	3.55	3.57
	42		3.04	3.14	3.24	3.33	3.41	3.48	3.53	3.57	3.60	3.62

NOTICE TO POLICYHOLDER

Please read your Policy, including the copy of the Application which is attached, promptly upon its receipt.

Do not fail to notify the Company at its Home Office, Mobile, Alabama, when you change your address.

When writing to the District Office or to the Home Office, give your Policy Number and state clearly Name, Residence, City, County, and State.

The Company's Agents have no authority to alter or amend this Policy, to accept premiums in arrears, or to extend the due date of any premium.

Checks, Drafts, or Money Orders should be drawn to the order of Security Life and Accident Insurance Company. Remittance made by check or draft is subject to the conditions (1) that such check or draft may be handled for collection in accordance with the practice of the collecting bank or banks, and (2) that such remittance shall not constitute payment, and any receipt issued therefor shall be void, if the full amount of such check or draft is not received by the Company.

Any Benefit or Value Payable under This Policy can be obtained, without help or alleged influence of outside parties, through the office through which premiums have been paid or through the Home Office. There is no need to pay anyone a fee for alleged services in collecting any sum which is rightfully due under this Policy. The Company wishes to pay every proper claim without delay, and any representative of the Company will be glad to render assistance without charge.

Premium Payments should be made only in exchange for the Company's official receipt signed by the President, Vice-President, Actuary, Treasurer, or Secretary of the Company and countersigned properly.

SECURITY
--LIFE AND ACCIDENT--
INSURANCE COMPANY
—HOME OFFICE—
MOBILE, ALABAMA

Policy Number 2232
Insured Ben Hinote
Face Amount \$4656.00
Premiums \$116.80 @ 6 months for 1st 8 years
\$78.13 @ 6 months THEREAFTER
Due Dates August 15 February 15
44 YEAR ENDOWMENT POLICY
Premiums Payable for 44 Years
Non-Participating

REGISTER OF CHANGE OF BENEFICIARY

NOTE.—No change, designation or declaration shall take effect until endorsed on this Policy by the Company at the Home Office.

DATE ENDORSED	BENEFICIARY	ENDORSED BY

ENDORSEMENTS

SECURITY LIFE INSURANCE COMPANY OF AMERICA
MONTGOMERY, ALABAMA

Date 8-24 1966

NAME Ben Henrite Amt. \$ 116.00 D. L. P.

☐ Application for New Insurance. The Company assumes no liability by accepting this collection until Policy applied for is issued and delivered while applicant is in sound health.

☒ To Be Credited on Insurance Now in Force, Provided such Insurance is not more than four weeks in arrears at the time this collection is made. In case Policies have been lapsed for non-payment this money will be refunded.

☐ Revival. No liability is assumed by the Company until lapsed Policies have been Revived and then subject to the conditions of the Policy contract and this receipt has been recorded on Premium Receipt Book. In case an application for Revival or New Insurance is rejected by the Company, upon presentation of this Receipt to your Agent the above amount will be promptly refunded to Applicant.

District 900 6 mo. Agent

SECURITY LIFE INSURANCE COMPANY OF AMERICA
MONTGOMERY, ALABAMA

Date Feb. 21 1967

NAME Ben Henrite Amt. \$ 116.00 D. L. P.

☐ Application for New Insurance. The Company assumes no liability by accepting this collection until Policy applied for is issued and delivered while applicant is in sound health.

☒ To Be Credited on Insurance Now in Force, Provided such Insurance is not more than four weeks in arrears at the time this collection is made. In case Policies have been lapsed for non-payment this money will be refunded.

☐ Revival. No liability is assumed by the Company until lapsed Policies have been Revived and then subject to the conditions of the Policy contract and this receipt has been recorded on Premium Receipt Book. In case an application for Revival or New Insurance is rejected by the Company, upon presentation of this Receipt to your Agent the above amount will be promptly refunded to Applicant.

District 900 6 mo. Agent

STATE OF ALABAMA)
*
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Security Life and Accident Insurance Company to appear within thirty days from the service of this writ in the Circuit Court, to be held for said county at the place of holding the same, then and there to answer the complaint of Helen Hinote.

WITNESS my hand this 22nd day of November, 1967.

Alice J. Duck
Clerk

The defendant's address is 4 South Ann Street, Mobile, Alabama.

* * * * *

HELEN HINOTE,

Plaintiff,

VS.

SECURITY LIFE AND ACCIDENT
INSURANCE COMPANY,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

7859

COMPLAINT

The plaintiff claims of the defendant ~~TWENTY THOUSAND~~
~~Sixteen Thousand Dollars (16,000.00)~~
~~FIVE HUNDRED FIFTY DOLLARS (\$20,550.00)~~, due on a policy, whereby
the defendant, on the 15th day of August, 1966, insured the life
of Ben Hinote who died on the 24th day of May, 1967, of which the
defendant has had notice. Said policy is the property of the
plaintiff.

[Signature]
Attorney for Plaintiff

FILED

NOV 24 1967

ALICE J. DUCK CLERK
REGISTER

E411-28-67

RECEIVED

NOV 22 1967

AYLOR WILKINS
SHERIFF

7859
Bur 4515
Helen Himate,
Pltz.
vs.

Security Life &
Accident Insurance
Company,
Def.
vs. W. W. Darnell
Darnell

FILED

NOV 22 1967

ALICE J. DUCK
CLERK
REGISTER

James R. Owen, Atty

Received 24 Nov 1967
and on 25 Nov 1967
I report to Court
Security Life & Accident
Insurance Co.
domiciled in
Mass. 01101
Darnell
Ray D. Jennings, Sheriff
Darnell

BY

NOV 22 1967

CLERK OF SUPERIOR COURT
ALABAMA

HELEN HINOTE,

Plaintiff,

vs.

SECURITY LIFE AND ACCIDENT
INSURANCE COMPANY,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW.

NO. 7859

ANSWER:

Now comes the Defendant in the above styled cause and
for answer to the complaint heretofore filed, says as follows:

1. Not guilty.

OWENS AND PATTON

By:

J. Owens
Attorneys for Defendant.

Defendant demands a trial of
this cause by a Jury.

J. Owens
Attorney for Defendant.

I, the undersigned, one of the attorneys of record for
the Defendant in the foregoing cause, do hereby certify that I
have forwarded a copy of the foregoing answer to James R. Owen,
the attorney of record for the plaintiff, by placing the same in
the United States Mail, properly addressed, with postage prepaid,
this 22nd day of January, 1968.

J. Owens
FILED

JAN 23 1968

ALICE J. DUCK

CLERK
REC'D

HELEN HINOTE,)	
	)	IN THE CIRCUIT COURT OF
Plaintiff,)	
vs.	)	BALDWIN COUNTY, ALABAMA
SECURITY LIFE AND ACCIDENT)	
INSURANCE COMPANY,	)	LAW SIDE. NO. 7859.
)	
Defendant.)	

AMENDED ANSWER

Now comes the Defendant in the above styled cause, by its Attorney, and amends its answer heretofore filed so that as amended the same shall read as follows:

1. Not guilty.
2. The allegations of the complaint are untrue.
3. In the application dated June 16, 1966, which is a part of the contract sued on, which said application was executed by the Plaintiff, Helen Hinote, for the insured, Ben Hinote, there is contained the following provision: "The foregoing statements and answers are full, complete and true and offered to the Company as a consideration for the insurance applied for". That the said Helen Hinote in said application made the statement that Ben Hinote had no impairment of eyesight and had not consulted a physician or had received medical or surgical advice or treatment within ten years prior to the date of application; Defendant further alleges that said representations were false in that the said Ben Hinote had an impairment of eyesight from a gunshot wound inflicted within ten years prior to date of said application for which he was hospitalized and treated by a physician and the matters so misrepresented materially increased the risk of loss and Defendant relied upon the same to its prejudice; WHEREFORE, Defendant returns the premiums paid to the Clerk of this Court and says that it is not indebted to the Plaintiff.

4. In the application dated June 16, 1966, which is a part of the contract sued on, which said application was executed by the Plaintiff, Helen Hinote, for the insured, Ben Hinote, there is

contained the following provision: "The foregoing statements and answers are full, complete and true and offered to the Company as a consideration for the insurance applied for". That the said Helen Hinote, in said application, made the statement that the said Ben Hinote had no impairment of eyesight and had not consulted a physician or had received medical or surgical advice or treatment within ten years prior to the date of application; Defendant alleges that said representations were false in that Ben Hinote had an impairment of eyesight inflicted within ten years prior to said application for which he was hospitalized and treated by a physician and Defendant further alleges that the said Helen Hinote made such misrepresentations with the actual intent to deceive the Defendant and the Defendant relied upon such misrepresentations to its prejudice; WHEREFORE, the Defendant returns the premiums paid to the Clerk of this Court and says that it is not indebted to the Plaintiff.

5. In the application dated June 16, 1966, which is a part of the contract sued on, which said application was executed by the Plaintiff, Helen Hinote, for the insured, Ben Hinote, there is contained the following provision: "The foregoing statements and answers are full, complete and true and offered to the Company as a consideration for the insurance applied for". That the said Helen Hinote in said application made the statement that Ben Hinote had never used alcohol to an excess; Defendant further alleges that said representations were false in that the said Ben Hinote, prior to said application, frequently used alcohol to an excess and the matters so misrepresented materially increased the risk of loss and Defendant relied upon the same to its prejudice; WHEREFORE, the Defendant returns the premiums to the Clerk of this Court and says that it is not indebted to the Plaintiff.

6. In the application dated June 16, 1966, which is a part of the contract sued on, which said application was executed by the Plaintiff, Helen Hinote, for the insured, Ben Hinote, there is contained the following provision: "The foregoing statements and

answers are full, complete and true and offered to the Company as a consideration for the insurance applied for". That the said Helen Hinote in said application made the statement that Ben Hinote had never used alcohol to an excess; Defendant further alleges that said representation was false in that the said Ben Hinote, prior to said application, frequently used alcohol to an excess and that the said Helen Hinote had knowledge of the frequent and excessive use by the said Ben Hinote of alcohol and Plaintiff made such misrepresentation with the actual intent to deceive the Defendant and the Defendant relied upon the same to its prejudice; WHEREFORE, the Defendant returns the premiums paid to the Clerk of this Court and says that it is not indebted to the Plaintiff.

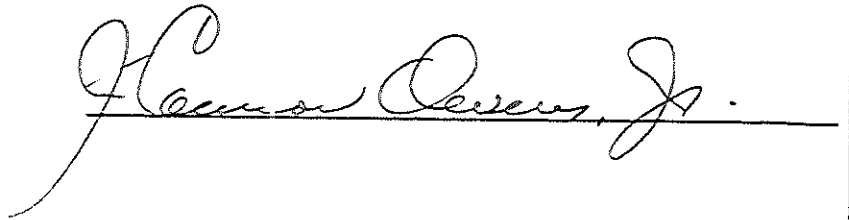
7. In the application dated June 16, 1966, which is a part of the contract sued on, which said application was executed by the Plaintiff, Helen Hinote, for the insured, Ben Hinote, there is contained the following provision: "The foregoing statements and answers are full, complete and true and offered to the Company as a consideration for the insurance applied for". That the said Helen Hinote in said application, made the statement that Ben Hinote had no other life insurance; the Defendant further alleges that said representation was false in that the said Ben Hinote had an existing insurance policy with Insurance Company of North America on the date of said application in the sum of \$18,000.00 and the matters so misrepresented materially increased the risk of loss and Defendant relied upon the same to its prejudice; WHEREFORE, the Defendant returns the premiums paid to the Clerk of this Court and says that it is not indebted to the Plaintiff.

OWENS AND PATTON

By: 

Attorneys for Defendant.

I, the undersigned, one of the attorneys of record for the Defendant in the foregoing cause, do hereby certify that I have caused a copy of the foregoing amended answer to be forwarded to James R. Owen, the attorney of record for the Plaintiff, by placing the same in the United States Mail, properly addressed, with postage prepaid, this 3 day of December, 1968.

A handwritten signature in cursive script, reading "James R. Owen, Jr.", is written over a horizontal line.

FILED

DEC 3 1968

ALICE J. DUCK CLERK
REGISTER

AMENDED ANSWER

HELEN HINOTE,

Plaintiff,

vs.

SECURITY LIFE AND ACCIDENT
INSURANCE COMPANY,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
LAW SIDE. NO. 7859.

OWENS & PATTON

ATTORNEYS AT LAW
DAHLBERG BUILDING
BAY MINETTE, ALABAMA

*We THE JURY FIND FOR THE PLAINTIFF
\$16,000.00 PLUS INTEREST.*

*FOR MAIX
E. D. Sigley*

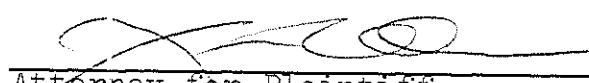
HELEN HINOTE,)	
)	
Plaintiff,	)	IN THE CIRCUIT COURT OF
)	
VS.	)	BALDWIN COUNTY, ALABAMA
)	
SECURITY LIFE AND ACCIDENT	)	AT LAW
INSURANCE COMPANY,	)	NO. 7859
)	
Defendant.)	

INTERROGATORIES PROPOUNDED TO DEFENDANT

Now comes the plaintiff in the above styled cause and propounds the following interrogatories to the defendant in this cause:


1. On August 15, 1966, did you issue Policy No. 2232 to Ben Hinote?
2. If your answer to interrogatory number one is yes, do you have the original policy in your possession?
3. If your answer to interrogatory number two is yes, please attach a copy of the said insurance policy to your answers to these interrogatories.
4. Have you received due proof that the said Ben Hinote referred to in interrogatory number one to whom your said insurance policy was issued, died on or about to-wit, May 24, 1967?
5. Have you had notice that the said Ben Hinote, who was insured under your Policy No. 2232, which was issued on August 15, 1966, died on May 24, 1967?
6. Have you paid the proceeds of the said policy referred to in interrogatory number one to the beneficiary of the said policy, Helen Hinote?
7. State, if you know, who completed the application for insurance dated June 15, 1966, and which is attached to and made a part of Policy No. 2232, which was issued to Ben Hinote on August 15, 1966.
8. State whether or not you or any of your agents, servants or employees made any investigation into the truth of the matters contained in the application dated June 16, 1966, and which is a part of Policy No. 2232 issued to Ben Hinote between June 16, 1966, and August 15, 1966.

9. If your answer to the preceding interrogatory is yes, please list the names of any doctors or hospitals to whom or which you made any inquiry as to the truths of the matters contained in the said application.


Attorney for Plaintiff

STATE OF ALABAMA)
 *
BALDWIN COUNTY)

Before me, the undersigned authority, personally appeared James R. Owen, who first being duly and legally sworn deposes and says: That he is the attorney for the plaintiff in the above styled cause; that the answers to the foregoing interrogatories will be material testimony for the plaintiff in the trial of the said cause.


Sworn to and subscribed before me
on this the 25th day of January, 1968.

Ernestine R. Sims
Notary Public, Baldwin County, Alabama

FILED

JAN 26 1968

ALICE J. DUCK CLERK
REGISTER

Servic Accepted
James R. Owen Jr.
1/26/68

HELEN HINOTE,

Plaintiff,

VS.

SECURITY LIFE AND ACCIDENT
INSURANCE COMPANY,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA


AT LAW

NO. 7859

MOTION

Now comes the plaintiff in the above styled cause and shows unto the court and your Honor that interrogatories were propounded to the defendant and served on the attorney for the defendant more than sixty days before the filing of this motion and that the defendant has failed to file answers to said interrogatories to the date hereof, wherefore, plaintiff moves the court to either attach the defendant and cause it to answer fully in open court the said interrogatories, tax the defendant with so much costs as may be just, continue the cause until full answers are made or direct a judgment by default to be entered against the said defendant.

DATED this 1st day of May, 1968.


Attorney for Plaintiff

FILED

MAY 1 1968

ALICE J. BUCK CLERK
REGISTER

HELEN HINOTE,)	
	)	IN THE CIRCUIT COURT OF
Plaintiff,)	
vs.	)	BALDWIN COUNTY, ALABAMA
SECURITY LIFE AND ACCIDENT)	
INSURANCE COMPANY,	)	AT LAW. NO. 7859
Defendant.)	

DEMURRER:

Now comes the Defendant in the above styled cause and for demurrer to the complaint heretofore filed, says as follows:

1. That said complaint does not state a cause of action.

OWENS AND PATTON

By: *James R. Owens, Jr.*
Attorneys for Defendant.

Defendant demands a trial of
this cause by a Jury.

James R. Owens, Jr.
Attorney for Defendant.

I, the undersigned, one of the attorneys of record for the Defendant in the foregoing cause, do hereby certify that I have forwarded a copy of the foregoing demurrer to James R. Owen, the attorney of record for the Plaintiff, by placing the same in the United States Mail, properly addressed, with postage prepaid, this 20th day of December, 1967.

James R. Owens, Jr.

FILED

DEC 20 1967